

WESTINGHOUSE SAVANNAH RIVER COMPANY, LLC

TRAVEL COMPENSATION SCHEDULE FOR
SUBCONTRACTS

UNDER U.S. DEPARTMENT OF ENERGY PRIME
CONTRACT

NO. DE-AC09-96SR18500

These provisions establish standards by which transportation and per diem costs shall be reimbursed.

In this Travel Compensation Schedule any reference to Subcontractor includes Subcontractors of any tier.

I. DEFINITIONS:

A. ASSIGNMENT

The number of continuous calendar days that employees of the Subcontractor will provide support to the Westinghouse Savannah River Company, LLC (WSRC) under a WSRC Subcontract.

B. BUSINESS TRAVEL STATUS

Assignments associated with work under a WSRC subcontract of 90 continuous calendar days or less.

C. TEMPORARY ASSIGNMENT STATUS

Assignments associated with work under a WSRC subcontract of 91 continuous calendar days or more. (Includes one trip home per month, if allowable.)

D. PRINCIPAL PLACE OF BUSINESS

The normal place of employment where the employee commutes to and from work on a daily basis when not at SRS.

E. PERMANENT RESIDENCE

The dwelling that the employee of the Subcontractor will return to upon completion of the assignment at Savannah River Site (SRS).

F. DUPLICATE EXPENSES

Lodging, Meals and Incidental costs, incurred in addition to those costs associated with the "Permanent Residence", which are a direct result of being on "Temporary Assignment" or "Business Travel" status while performing work under a WSRC subcontract.

G. FAR

Federal Acquisition Regulations

H. FTR

Federal Travel Regulations

II. PER DIEM ENTITLEMENT:

A. A Subcontractor may be entitled to reimbursement for per diem for any employee working at SRS or other facility under a WSRC subcontract if the Subcontractor employee meets the following conditions:

1. The employee is not performing work at his/her "Principal Place of Business";
 2. The employee maintains a "Permanent Residence":
 - (a) that is located more than 100 miles from Building 703-A at SRS, as determined by standard mileage tables (SRS is defined to be 18 miles from Aiken, SC);
 - (b) for which the employee incurs expenses in the form of monthly mortgage payments, rental expenses, or property taxes (if there is no mortgage), and
 - (c) the employee incurs "Duplicate Expenses";
 3. The employee does not commute daily to the WSRC work location from the "Permanent Residence".
- B. Employees on Temporary Assignment Status must document the expenses associated with the "Permanent Residence" by submittal of one of the following to the Subcontractor upon initial assignment:
- (1) Proof of monthly mortgage payment,
 - (2) A current rental agreement which obligates the employee to pay rent for a "Permanent Residence", or
 - (3) Evidence of property tax liability for a "Permanent Residence".
- The employee requesting per diem must certify the incurrence of costs associated with his/her "Permanent Residence". Certifications must be: (a) completed on the WSRC Per Diem Eligibility Certification form (PF-6, Rev. 3/1/93) and (b) provided to WSRC for review and approval. Any changes to a Subcontractor employee Per Diem Eligibility Certification must be approved by the WSRC Procurement Representative. Approved Subcontractor employee Per Diem Eligibility Certifications shall be maintained by the Subcontractor. WSRC reserves the right to audit all Subcontractor employee Per Diem Eligibility Certifications as well as all documents submitted thereunder and to contact all parties providing such documents. **Approval by WSRC does not relieve the subcontractor from his responsibility to ensure the validity of these certifications. Certifications shall be submitted every 90 days during a temporary assignment.**
- C. Prior to requesting reimbursement of per diem, Subcontractor shall review all documentation for compliance with the eligibility requirements set forth herein. Invoices shall contain the names of the individuals for which per diem is being claimed.
 - D. Subcontractor employees shall be reimbursed for per diem only so long as they continue to be eligible. Subcontractor shall require each Subcontractor employee to promptly provide written notification of any change which may affect his/her eligibility.

- E. Subcontractor is entitled to receive reimbursement for per diem for eligible employees during the continuous term of the employee's assignment to SRS, including weekends and holidays. However, per diem is not reimbursable for any vacation or personal absence, nor for periods covering trips home. Furthermore, per diem shall not be paid for days not worked due to illness of more than one (1) consecutive work day unless the absence is supported by a written physician's statement. In addition, Subcontractor employees must work a minimum of four (4) hours each workday to be eligible for per diem for that day.

III. REIMBURSEMENT FOR PER DIEM:

A. ASSIGNMENTS TO THE SAVANNAH RIVER SITE

1. Business Travel Status

Reimbursement for per diem shall be in accordance with the applicable Federal Travel Regulation Rates for the Savannah River Site, in effect at the time of travel. Lodging shall be reimbursed at the actual cost incurred not to exceed the applicable FTR rates; receipts for such lodging shall be provided.

2. Temporary Assignment Status

- a. Reimbursement for the first 14 days shall be in accordance with the applicable Federal Travel Regulation Rates for the Savannah River Site, in effect at the time of travel. Lodging shall be reimbursed at the actual cost incurred not to exceed the applicable FTR rates; receipts for such lodging shall be provided.
- b. Reimbursement starting on the 15th day shall be at a flat rate of \$55 per day without receipts or standard corporate temporary subsistence rate, whichever is less.

B. TRAVEL TO LOCATIONS OUTSIDE THE SRS AREA

1. For business travel to locations outside the SRS area, when required in the performance of the subcontract, reimbursement shall be in accordance with the applicable FTR rates applicable to that location, or the Subcontractor's corporate rate, whichever is less.
2. When a Subcontractor employee on temporary assignment to SRS is required to perform duties on business travel at locations outside the SRS area, the employee's \$55 per diem shall be reduced to \$33 for each day he/she is away from the temporary assignment at SRS, provided they maintain their SRS temporary residence during this absence.

C. CONTRACT EXTENSIONS

1. Business Travel Status

If a Business Travel assignment is extended, the total cumulative contractual period remaining at the time of contract extension will determine the reimbursement rate for per diem. For example, if the initial assignment is for 90 days, and the assignment is extended for 30 days on the 70th day (50 days total remaining at time of extension), the Temporary Assignment per diem rates would apply for the remainder of the assignment: i.e., \$55 commencing on the 71st day.

2. Temporary Assignment Status

Per diem for extensions to temporary assignments will continue to be reimbursed at the temporary assignment rate.

- D. Reimbursement for per diem shall be limited to one (1) year for subcontractor personnel on temporary assignment, unless otherwise approved by the WSRC Procurement Representative.

IV. REIMBURSEMENT FOR TRANSPORTATION EXPENSES:

A. GENERAL

Reimbursable transportation expenses include local transit system and taxi fares and fees for parking, tolls, ferries, etc. in addition to expenses detailed in sections B, C and D below. Travel to and from SRS on a daily basis for the purpose of reporting to work shall **not** be reimbursed.

B. AIRFARE

Receipt required. Allowable costs for air travel will be limited to the lowest available airfare. Such costs shall not be construed as authorization of first class airfare without the express approval of the WSRC Procurement Representative. Such approval shall be based on the requirements set forth in FAR 31.205-46. To the extent reasonable, the Subcontractor will make use of commercial discount airfares, Government contract airfares, and customary standard airfares. Airfare costs in excess of the above standard must be justified in writing and approved in advance of travel by a WSRC Procurement Representative.

C. RENTAL CARS

1. Receipt required.. Rental car expenses for "Business Travel" are allowable if the nature of the travel or the location of the business is such that the use of public transportation is not cost effective or practical, considering the traveler's time. Rental car expenses for "Temporary Assignments" are allowable at the discretion of the WSRC Procurement

Representative. Written justification for such use shall be submitted and approved in advance.

2. Only lowest available car rates are allowable. Exceptions to the use of lowest available car rates may only be made when

- (a) more than two employees are traveling together;
- (b) extra equipment is being transported by the traveler; or
- (c) the traveler has a medical/health condition that prohibits the use of a lowest available car rate.

When the lowest car rate is unavailable, the next higher class of car may be used. If the lowest class car is not used and a higher rate is paid, written justification must be submitted to justify the additional expense. To avoid costly rental car agency refueling charges the Subcontractor should encourage its employees to refuel his/her rental car.

D. PERSONAL VEHICLES

1. The allowance for the use of personal automobile shall be reimbursed in accordance with the applicable Federal Travel Regulation Rates, Part 301-4. Such allowance shall be based on the mileage between the authorized points of travel as listed in Rand-McNally standard distance charts. A variation of ten percent, if reasonable under the circumstances, is allowable, except when a longer route is necessitated by road or weather conditions.
2. Additional allowances shall be made for daytime and overnight parking and for ferry, toll road, tunnel, or toll bridge charges. In the event two or more persons travel in one automobile, only one mileage allowance will be paid.
3. The allowance for an employee on official travel who uses a privately owned automobile for the employee's own convenience in lieu of commercial transportation will be air coach fare plus a reasonable allowance for other normal travel costs, such as for taxi fare, required to get to the airport and to the point of destination and origin, or the applicable mileage rate, whichever is less. In such instances, reimbursement of per diem will be limited to the time required as if the employee had used air transportation.
4. WSRC shall only reimburse Subcontractor for its employees' initial transportation costs from their permanent residence to the temporary residence at SRS and for the same transportation trip for the final return to the permanent residence at the completion of the

assignment to SRS. If a Subcontractor employee moves his/her permanent residence to the local SRS area during his/her assignment, return to the point of origin shall not be reimbursed.

V. **FOREIGN TRAVEL:**

Foreign travel, when required under the subcontract, shall be subject to the prior approval of WSRC for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions. Requests for approval shall be submitted at least 60 days prior to the planned departure date, on a Request for Approval of Foreign Travel Form (DOE F 1512.1).

VI. **RETURN TRIPS HOME:**

Subcontractor employees on "Temporary Assignment" may be entitled to periodic trips to their "Permanent Residence" location only. WSRC shall reimburse eligible Subcontractor employees for transportation expenses for not more than one (1) trip home per month while on assignment at SRS. WSRC will NOT reimburse the Subcontractor for employee travel to locations other than the "Permanent Residence". A monthly trip home shall not be allowed if taken within two (2) weeks of the end of the assignment. Any exceptions require the prior written consent of the WSRC Procurement Representative. Evidence of actual travel to the "Permanent Residence" shall be verified by Subcontractor before reimbursement is made to the Subcontractor employee. WSRC shall not reimburse Subcontractor for personal trips home for those Subcontractor employees who have been relocated under a WSRC subcontract. Eligibility for return trip(s) home is not transferable from one Subcontractor employee to another.

VII. **RELOCATION:**

Subpart 31.205 of the FAR prohibits reimbursement for relocation costs for less than twelve (12) month assignments. WSRC reserves the right to waive this restriction if the Subcontractor provides WSRC with a cost comparison which shows that it is cost effective to relocate a Subcontractor employee versus paying the Subcontractor employee per diem.

On any proposed assignment greater than twelve (12) months, the Subcontractor must provide WSRC with a cost comparison to determine if the proposed Subcontractor employee should be placed on per diem or should be relocated to the SRS area. For the purpose of cost comparisons, relocation costs are to be computed in accordance with the Subcontractor's standard corporate policy, subject to the limitations contained in Subpart 31.205 of the FAR.

VIII. RECEIPTS:

Receipts for costs of less than \$25 are not required unless specifically requested by WSRC. Additionally, unless requested by WSRC, receipts are not required to be submitted with invoices under cost reimbursement subcontracts which are subject to final audit. However, under these subcontracts, the Subcontractor must retain the receipts and provide them upon request to support billings and/or cost incurred audits. These standards do not relieve the Subcontractor of its responsibility to retain whatever documentation is considered necessary to support cost incurred audits or to satisfy the rules and regulations of other US Government agencies or any Local, State or Federal Law or to validate the accuracy of supporting documentation.

PER DIEM ELIGIBILITY CERTIFICATION

I. A. Employee Name: _____

B. Social Security Number: _____

II. A. Principle Place of Business: _____

_____B. Permanent Residence Address: _____

_____C. Do you intend to return to the Permanent Residence at the completion or termination of your assignment:
Yes? _____ No? _____III. A. Will you incur duplicate expenses as a direct result of your assignment at SRS: Yes? __
No? __

If yes, attach to this certification proof of the Primary Residence (Mortgage, Rental Agreement or Property Tax documentation if there is no Mortgage).

B. Will you use your Permanent Residence for lodging while on assignment to SRS: Yes? __
No? __

If yes, how often will you use your Permanent Residence for your own lodging:

Return home each night _____

Return home each week-end _____

Other (explain) _____

IV. I hereby certify the above data to be true to the best of my knowledge. I agree as a condition of my assignment at SRS, initial or continued, to notify my employer, in writing, of any change in the information given above regardless of whether such change may affect my continued eligibility to receive a Per Diem allowance. I further acknowledge that my failure to provide the information herein may result in a delay or denial of Per Diem payments, revocation of my eligibility for Per Diem or repayment to WSRC of funds previously received. **FURTHERMORE I ACKNOWLEDGE THAT THE FALSE STATEMENTS ACT, 18 U.S.C. 1001 AND THE FALSE CLAIMS ACT PROVISIONS 31 U.S.C. 3729 AND 18 U.S.C. 287 SHALL GOVERN THIS CERTIFICATION AND SHALL BE ENFORCED TO THE FULLEST EXTENT OF THE LAW.**

Employee Signature _____ Date _____

Notary _____